



# State of Alabama Department of Mental Health Central Purchasing Solicitation

<b>Solicitation</b> RFB 061 21000000706	<b>Document Phase</b> Final	<b>Document Description</b> PHARMACEUTICAL WASTE
<b>Procurement Folder</b> 1308308	<b>Creation Date</b> 02/02/21	<b>Print Date</b> 02/02/21

## Request for Bids

### CONTACTS

Contact	Name	E-mail	Phone
<b>Requestor:</b>	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
<b>Issuer:</b>	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
<b>Buyer:</b>	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128

**Bids will be accepted from:** 02/02/21

**to:** 02/25/21 10:00 AM

**Bids will be opened:** 2/25/21 11:00 AM

### TO BE COMPLETED BY VENDOR

**Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.**

1. Delivery: Can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
2. Terms: \_\_\_\_\_ (Discounts are taken without regard to date of payment.)
3. Prices valid for acceptance within \_\_\_\_\_ days.
4. Vendor's quotation reference number, if any: \_\_\_\_\_ (this number will appear on the purchase order.)
5. E-mail address: \_\_\_\_\_ Internet Website: \_\_\_\_\_
6. General Contractor's License No: \_\_\_\_\_ Type of G.C. License: \_\_\_\_\_

Return invitation to bid:

Regular Mail

\_\_\_\_\_  
State of Alabama  
Alabama Mental Health  
Purchasing Office  
P.O. Box 301410  
Montgomery, AL 36130-1410

Courier

\_\_\_\_\_  
State of Alabama  
Alabama Mental Health  
Purchasing Office  
100 N. Union St. Suite 570  
Montgomery, AL 36104

### Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and**

\_\_\_\_\_  
VSS Vendor Number

\_\_\_\_\_  
Authorized Signature (Ink)

**Subscribed before me this**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Type/Print Authorized Name

\_\_\_\_\_  
Day of \_\_\_\_\_

\_\_\_\_\_  
Mail Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Toll Free Number

\_\_\_\_\_  
Term Expiration:

\_\_\_\_\_  
Phone Including Area Code

\_\_\_\_\_  
Fax Number

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 1      **Line Type:** Item  
**Commodity Code:** 94893      **Quantity:** 1.00000  
**Commodity Description:** Waste Disposal Services, Medical      **Unit:** Each  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

PHARMACEUTICAL WASTE RECEIPTAL, 2 GALLON

Waste Disposal Services, Medical

**SHIPPING AND BILLING****Shipping**

ADMH- Central Office Contracts & Purchasing  
Annette Waites...Room 570  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Delivery Date:**

**Billing**

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building-Suite 568  
AccountsPayable.DMH@mh.alabama.gov  
Montgomery, AL 36130

**Delivery Type:**

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 2      **Line Type:** Item  
**Commodity Code:** 94893      **Quantity:** 1.00000  
**Commodity Description:** Waste Disposal Services, Medical      **Unit:** Each  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

PHARMACEUTICAL WASTE RECEIPTAL, 8 GALLON

Waste Disposal Services, Medical

**SHIPPING AND BILLING****Shipping**

ADMH- Central Office Contracts & Purchasing  
Annette Waites...Room 570  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Delivery Date:**

**Billing**

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**Delivery Type:**

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#### AUTHORITY:

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

#### AWARD:

The Department of Mental Health reserves the right to: (1) award bids on an "all or none" basis; (2) award bids on an "item by item" basis, unless otherwise specified by bidder; (3) waive any informality in bids; (4) reject any and all bids.

#### BID RESPONSE INSTRUCTIONS:

In order to submit a responsible bid, bidder must read and follow all instructions, terms, conditions and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/mailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initiated by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires an original and a minimum of two exact copy signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

#### BID REJECTION:

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified

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- Bid responses received late
- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

#### CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

#### MINORITY VENDOR INFORMATION:

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

### STANDARD TERMS AND CONDITIONS

#### VENDOR REGISTRATION AND SUBSCRIPTION FEE:

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS

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assigned number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract to include renewal periods.

#### INTENT TO AWARD:

The State of Alabama Department of Mental Health will issue an "Intent to Award" before the final award is made. The "Intent to Award" will continue for a period of five (5) calendar days, after which the award will be final provided there are no protest. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

#### ALTERNATE BID RESPONSES:

Unless stated elsewhere in this Invitation-to-Bid (ITB) the Dept. of Mental Health accept and evaluate alternate bid submittals provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

#### INTERNET WEBLINKS:

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this ITB.

#### SALES TAX EXEMPTION:

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-52324. The Certificate of Authority does not prevent the vendor from submitting a bid.

#### BOYCOTT:

"Pursuant to Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with jurisdiction with which this state can enjoy open trade."

#### PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

#### FREIGHT:

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Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

#### INVOICES:

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices by the fifth (5th) day of each month (or the next business day if the fifth falls on a weekend or State holiday) following the rendering of services or product that is required by this contract.

#### ALABAMA PREFERRED VENDOR:

A 'Preferred Vendor' shall be a person, firm, or corporation that is granted priority by meeting all of the following criteria as established by Section 41-16-20, Code of Alabama, 1975

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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## Department of Mental Health Hazardous Pharmaceutical Waste

The purpose of this solicitation is to solicit bids to establish a contract for the removal and disposal of pharmaceutical waste from the Department of Mental Health facilities listed here in.

The initial contract shall be for thirty-six (36) months with an option to issue a second and third twelve (12) month contract under the same pricing, terms, conditions and specifications. The second and third contract, if requested by the facility and agreed upon by the contractor will begin the day after the expiration of the previous contract.

The contract may be cancelled by either a facility or contractor upon issuance of a thirty (30) day written notification of termination to the other party.

The Department reserve the right to increase or decrease the number of containers and pick-up schedule as may be in best interest of the department.

### SERVICES PROVIDED BY CONTRACTOR

The Contractor will provide a specific record analysis based on pharmaceutical purchased through the Department's wholesaler for the past twelve (12) months. The Contractor will update this analysis and will provide the update in both hard copy and electronic formats on a quarterly basis to each facility.

The Contractor will provide a risk assessment, based on the result of the analysis and the survey of each facility. The Contractor will determine and document each facility's E.P.A. waste generator status and complete any necessary documentation/registration(s), and provide recommendations for compliance. A report will be provided to each facility that documents the Contractor's findings and recommendations for compliance.

The Contractor will provide policies and procedures for both pharmacy safety and clinical staff for each facility.

Contractor will prepare all shipment manifests for both hazardous and non-hazardous shipments as they apply to each facility.

Contractor will provide generator and destruction certification; to include profiling all waste for incineration and provide pharmaceutical loosepac certification.

Contractor will provide educational material/modules for both pharmacy and clinical staff and ongoing customer service support, posters, stickers and other educational and instructional materials provided for both pharmacy and clinical environments.

Contractor will complete onsite audit and setup of program for regulatory and cost management compliance conducted on site of each facility.

Contractor will provide initial supply of 2 and 8 gallon hazardous pharmaceutical waste receptacles and labels for medicine rooms and pharmacy, and necessary equipment and signage for central hazardous waste accumulation area.

Contractor will provide replacement containers upon request by each facility.

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Contractor will provide explanatory signage for medical rooms, pharmacy and central hazardous waste accumulation areas.

Contractor's drivers shall abide by all traffic regulations when on facility grounds

Contractor shall collect pharmaceutical waste from the facility as specified by the facility. Contractor will typically pick-up depending on the volume of waste generated. The Contractor shall provide the name(s) and phone number(s) of their employee to the respective facility.

All Federal and State laws must be followed.

#### **PAYMENT**

Invoices shall be submitted monthly and shall reflect the period of service and the payment amount due by type of service and date.

To arrange a site visit (not required), contact:

Bryce Hospital.....Stan Shambley.....205.507.8326  
Taylor Hardin.....Ace Bailey.....205.462.4588  
Harper Center.....Sonja Rawls .....205.366.3010

All questions must be posted in STAARS.

NOTE: Hazardous pharmaceutical waste must be picked up at locations and times requested by facility.

#### **INCLUDE THE FOLLOWING WITH BID:**

Proof of insurance coverage including general liability insurance, automobile insurance, and excess liability insurance. Contractor will furnish and maintain liability insurance in the amount \$1,000,000 per occurrence; professional liability insurance in the same amount per occurrence/aggregate \$3,000,000. Contractor shall provide vehicular liability insurance for all employees assigned to a facility and coverage must include vehicles used for business purposes.

#### **E-VERIFY:**

Contractor understands that Contractor shall provide a complete copy of e-verify memorandum of understanding (MOU) which is generated when the business entity or employer enrolls in that program, bearing the number assigned to the MOU by Homeland Security: establishing that the business entity has registered to participate in e-verify for the duration of this contract, and shall verify every employee who is registered to be verified according to the applicable Federal rules and regulations.